



DEPARTMENT OF LAW
OFFICE OF THE
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Phoenix, Arizona 85007

R76-144

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ATTORNEY GENERAL

76-202

June 30, 1976

Honorable Tony Gabaldon
Arizona State Senate
Phoenix, Arizona 85007

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Dear Senator Gabaldon:

This letter is in response to your letter to this office dated March 22, 1976, in which you questioned whether a public school district of this State properly could offer teaching contracts for the first half of the ensuing school year only.

In your letter you indicate that the school district anticipates that its student enrollment will be substantially reduced in January, 1977. Although your letter does not so state, we have been informed that the reduction will result from the expansion of the City of Phoenix airport into an area in which a substantial number of the school district's pupils presently reside. There appears no doubt that the airport expansion will take place as anticipated and that the reduced student enrollment will follow in January, 1977. The question is whether the school district can presently anticipate the reduced enrollment by only offering half-year contracts to some of its teachers.

Subsection A of A.R.S. § 15-252 requires a school district governing board, under the circumstances there described, before May 15, to offer a teaching contract for the "next ensuing school year" to each probationary teacher and a "contract renewal" for each continuing teacher. The inclusion of the phrases "next ensuing school year" and "contract renewal" quite obviously make reference to a full school year contract. However, A.R.S. § 15-257 specifies that nothing in Article 3, Chapter 2, Title 15 (which is the tenure article and which includes A.R.S. §§ 15-252 and 15-257), shall be interpreted to prevent a school district governing board from, among other things, eliminating the positions of teachers in a school district in order to effectuate economies in the operation of the district or to improve the efficient conduct and administration of the schools of the district ("reduction in force"). A.R.S.



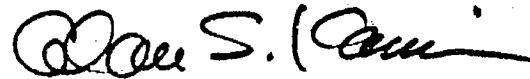
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§ 15-257 obviously is here applicable. Moreover, there is nothing in that section which indicates that the positions of teachers cannot be eliminated in the middle of a school year.*/ But the elimination cannot breach an existing contract right. Carlson v. School District No. 6 of Maricopa County, 12 Ariz.App. 179, 468 P.2d 944 (1970). As a consequence, a half-year contract can be offered so long as no contract right to a full year of employment has arisen.

If you have any questions, please let us know.

Sincerely,

BRUCE E. BABBITT
Attorney General



ALAN S. KAMIN
Assistant
Attorney General

ASK:lg

*/Although A.R.S. § 15-257, which also applies to general salary reductions, requires that the notice of a general salary reduction be given to each teacher affected not later than May 1 of the calendar year in which the reduction is to take effect, there is no specific time set forth in that section by which teachers must be notified that their positions will be eliminated pursuant to a reduction in force.